EXHIBIT C

BOOK 1392 PAGE 1433

7416

MODIFICATION DEED

THIS MODIFICATION DEED is made this 5th day of June, 1991, by and between the CITY OF JOPLIN, MISSOURI, a Municipal corporation, of Jasper County, Missouri, "Party of the First Part" and CITY METAL COMPANY, a Texas corporation, as successor in interest to Missouri Precision Castings, Inc., successor in interest to Missouri Steel Castings Company, "Party of the Second Part". Grantee's mailing address: 301 East 4th Street, Joplin, Missouri, 64801.

WITNESSETH:

WHEREAS, by Deed dated December 5, 1978, and recorded December 11, 1978, in Book 1219 at page(s) 222, of the Recorder of Deed's Office of Jasper County, Missouri, Party of the First Part conveyed certain land to Missouri Steel Castings Company, legally described as:

> All of Lots Seven (7), Eight (8), Nine (9), Ten (10) and Eleven (11), in Block 49, in the Second Addition to East Joplin City, now a part of the City of Joplin, Jasper County, Missouri; and
>
> All of Lots Seven (7), Nine (9), Eleven (11), Twelve (12), and also the East one-half (E 1/2) of Lot Eight (8), the East one-half (E 1/2) of Lot Ten (10), the West one-half (W 1/2) of Lot Fourteen (14) and the West one-half (W 1/2) of Lot Fifteen (15) in JOPLIN MINING AND SMELTING COMPANY'S ADDITION to the City of Joplin, Jasper County, Missouri.

WHEREAS, included within said deed were certain covenants and conditions binding upon Missouri Steel Castings Company and its successors in interest; and

WHEREAS, Party of the First Part and Party of the Second Part, in exchange for valuable consideration, each received from the other, desire to make certain modifications therein as follows:

1. That paragraph SECOND is deleted in its entirety and a new paragraph SECOND is inserted in lieu thereof to read as follows:

"SECOND: On the conveyed property, manufacturing activities shall be permitted, provided that said manufacturing activities shall, with respect to smoke, dust, particulate matter, odor, heat or noise, or other effects shall in all respect comply with all applicable ordinances of the City of Joplin and all applicable rules and regulations of the Missouri Department of Natural Resources or the United States Environmental Protection Agency, and any other local, state or federal regulatory authority."

2. That the clause which provides for the revision of the demised property which reads as follows:

"In the event there is a breach of any of the above conditions, by the party of the second part, its successors or assigns, all right, title, and interest to the above conveyed property, at its election, revert to and become the property of the party of the first part, or its successors who shall have the

immediate right of entry upon said premises and the second party, its successors and assigns, shall forfeit all right, title and interest in said premises, and in any and all of the tenements, hereditaments, and appurtenances thereunto belonging.";

shall be deleted in its entirety, and a new paragraph inserted in lieu thereof to read as follows:

"PROVIDED, in the event there is a breach in any of the above conditions, and, upon conviction, or consent, to willful violation of the above conditions by Party of the Second Part, Party of the First Part shall give unto Party of the Second Part written notice thereof, specifying the breach, and the remedial action required to be taken by Party of the Second Part. Thereafter, Party of the Second Part shall have a reasonable period of time to correct or abate said breach. In the event said breach is so abated or corrected, and shall remain so abated or corrected for a period of ten (10) consecutive business days, then no further action shall be required by Party of the Second Part, and the aforesaid breach shall be deemed cured and satisfied. If Party of the Second Part shall fail to cure said breach, or if Party of the Second Part attempts to cure said breach and fails to so cure said breach within a reasonable time, and such failure is not waived by the City of Joplin by authority of its City Council in writing, then Party of the Second Part, or its successors, shall become immediately obligated to Party of the First Part in like amount for any fines, fees, assessments or penalties levied or assessed against Party of the Second Part by any state or federal regulatory agency relating to a breach of the within covenants.

"Although the covenants contained herein shall continue until waived or modified, and be binding upon Party of the Second Part and its successors, the penalty provision as contained herein shall cease and terminate automatically upon the expiration of ten (10) years from the date of this instrument, provided, however, that Party of the Second Part is not then in breach of the covenants and conditions contained herein, in which case, the penalty provision shall cease and expire upon the conclusion of such regulatory procedure, and the assessment by such regulatory agency of any fine, fee, assessment or penalties, and payment thereof by Party of the Second Part."

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and sealed the day and year first above written.

CITY OF JOPLIN, MISSOURI

By _____

ATTEST:

_____
Joy Thompson, City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY METAL COMPANY

By _____
President

ATTEST:

_____
Secretary

STATE OF MISSOURI)
) ss
COUNTY OF JASPER)

On this 5th day of June, 1991, before me appeared Leonard Martin, to me personally known, who, being by me duly sworn, did say that he is the City Manager of the City of Joplin, Missouri, a Municipal corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed in behalf of said corporation by authority of its City Council and Ordinance No. 91-67, and the said Leonard Martin acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Joplin, Missouri, the day and year last above written.

(SEAL)

Wanda D Sweeten
Notary Public

My Commission expires: April 29th, 1993.

STATE OF MISSOURI)
) ss
COUNTY OF JASPER)

On this 5 day of June, 1991, before me appeared Scott Breimhorst, to me personally known, who, being by me duly sworn, did say that he is the President of City Metal Company, a Texas corporation, and that the seal affixed to the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Scott Breimhorst acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Joplin, Missouri, the day and year last above written.

Notary Public

My Commission expires: Sept. 3, 1992.

CHUCK D... Notary Public
State of ... County
My Commission Expires: Sept. 3, 1992

COUNCIL BILL NO. 91-73 ORDINANCE NO. 91-61

AN ORDINANCE approving a Modification Deed by and between the City of Joplin and City Metal Company, to modify restrictions contained in a conveyance between the City of Joplin and Missouri Steel Castings Company; and containing emergency clause.

WHEREAS, by Deed dated December 5, 1978, the City of Joplin conveyed certain property to Missouri Steel Castings Company subject to certain conditions subsequent; and

WHEREAS, City Metal Company is acquiring the property described therein, and seeks the modification of certain conditions subsequent as contained therein.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. That the Modification Deed by and between the City of Joplin and City Metal Company, a true and accurate copy being attached hereto, be and the same is hereby approved.

Section 2. That the City Manager is authorized to execute said Modification Deed by and on behalf of the City of Joplin.

Section 3. That this Ordinance is an emergency within the meaning of Section 2.12 of the Home Rule Charter, in that said Ordinance provides for the immediate preservation of the public health, welfare and safety, and as such, shall become effective immediately upon its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 3rd day of June, 1991.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

BOOK 1392 PAGE 1437

STATE OF MISSOURI)
) SS
COUNTY OF JASPER)

I, Joy Thompson, City Clerk in and for the City of Joplin, Jasper/ Newton County, Missouri, do hereby certify that the foregoing is a true and correct copy of **ORDINANCE NO. 9 1 - 6 1** passed by the City Council of the City of Joplin, Missouri, on the Third Day of June, 1991, as same appears of record and on file in my office.

IN WITNESS WHEREOF, I have hereby set my hand and affixed the Seal of the City of Joplin, Missouri, this the Fourth Day of June, 1991.

Joy Thompson
City Clerk

STATE OF MISSOURI } ss.
COUNTY OF JASPER }

In The Recorder's Office

I, Edie Swingle, Recorder of Deeds of said county, do hereby certify that the within instrument of writing was, on the 12th day of June A.D. 1991 at 9 o'clock and 41 minutes A M., duly filed for record in this office, and is recorded in the records of this office in filmed book 1392 at page 1433-1437

In Witness Whereof, I have hereunto set my hand and affixed my official seal at Carthage, Mo., this 12th day of June A.D., 1991.

EDIE SWINGLE Recorder
By Deputy

State of Missouri } ss
County of Jasper }
FILED FOR RECORD 41
9 O'CLOCK JUN 12 1991 MINUTES A M
Edie Swingle RECORDER

STATE OF MISSOURI)
) SS
COUNTY OF JASPER)

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Joy Thompson
City Clerk

STATE OF MISSOURI } ss.
COUNTY OF JASPER }

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In Witness Whereof, I have hereunto set my hand and affixed my official seal at Carthage, Mo., this 12th day of June A.D., 1991.

EDIE SWINGLE Recorder

By Adrienne Meyer Deputy

State of Missouri } ss
County of Jasper }

FILED FOR RECORD 41
AT 9 O'CLOCK JUN 12 1991 MINUTES A M

Edie Swingle RECORDER